



**RETURN BIDS TO :
RETOURNER LES SOUMISSIONS À :**

CSC-NHQ Mailroom
Bid Receiving Unit
340 Laurier Ave. West
Ottawa, ON K1A 0P9
Att: Alexandre Giguere

**THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT / DOCUMENT CONTIENT DES
EXIGENCES RELATIVES À LA SÉCURITÉ**

**Request For Supply Arrangement (RFSA)
Demande pour un arrangement en
matière d'approvisionnement (DAMA)**

Offer to: Correctional Service Canada (CSC). We hereby offer to provide to Canada, as represented by CSC, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Service correctionnel Canada (SCC). Nous offrons par la présente de fournir au Canada, représenté par le SCC, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

**Vendor / Firm Name and Address
Raison sociale et adresse du fournisseur/de
l'entrepreneur**

**Contractor's Legal Business Name/
Entrepreneur Raison Sociale :**

Business Address/Adresse de l'entreprise:

Telephone# / Téléphone# : _____

Fax# / Télécopie# : _____

Email / Courriel : _____

GST# or SIN# or Business#/TPS# ou NAS# ou
d'affaires# : _____

Title — Sujet:	
Investigative Services –Employee Misconduct	
Solicitation No. — No. de l'invitation	Date:
21120-16-1784196/B	26-APR-2016
Client Reference No.- No. de Référence du Client	
21120-16-1784196/B	
GETS Reference No. – No. de Référence de SEAOG	
21120-16-1784196/B	
Solicitation Closes — L'invitation prend fin :	
At /à: 14h00 EDT/HAE On / le : 07-JUN-2016	
F.O.B. — F.A.B.	
Plant – Usine:	Destination: X Other-
Address Enquiries to — Adresser toutes questions à:	
Alexandre Giguere - Senior Procurement Officer	
Telephone No. – No de téléphone:	Email/Courriel:
613-943-1441	alexandre.giguere@csc-scc.gc.ca
Destination -- of Goods, Services and Construction: Destination – des biens, services et construction:	
See herein	
This document does contain a Personal Security Requirement Ce document contient une exigence de sécurité du personnel	
Delivery Required — Livraison exigée: See herein — voir aux présentes	Delivery Offered – Livraison propose :
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	

Name / Nom	Title / Titre

Signature	Date
(Please sign and return cover page with bid proposal / S'il vous plait signer et retourner à la page de couverture avec la proposition de candidature)	



REQUEST FOR SUPPLY ARRANGEMENT

NOTICE TO BIDDERS

A Supply Arrangement (SA) is a method of supply used by Correctional Services Canada (CSC) to procure goods and services. An SA is an arrangement between Canada and pre-qualified suppliers that allows identified users to solicit bids from a pool of pre-qualified suppliers for specific requirements within the scope of an SA.

An SA is not a contract for the provision of the goods and services described in it and neither party is legally bound as a result of signing a SA alone. The intent of an SA is to establish a framework to permit expeditious processing of “individual bid solicitations” which result in legally binding contracts for the goods and services described in those bid solicitations.

Current SA Holders are not required to submit an Offer, however they will be required to sign the updated terms and conditions in order to continue as an SA Holder.



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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;

Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided; and

Part 6

6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:

6A, includes the SA with the applicable clauses and conditions;

6B, includes the instructions for the bid solicitation process within the scope of the SA;

6C includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Attachments include:

Attachment 1 to Part 4 – Evaluation Criteria

The Annexes include:

- Annex A Statement of Work
- Annex B Basis of Payment – Ceiling Rates
- Annex C Security Requirements Checklist (SRCL)

2. Summary

Correctional Service Canada (CSC) requires investigative services in relation to allegations of employee misconduct on an as and when required basis.

The period of the SA will be from **(Date of SA issuance) to 31-MAR-2017**.

The requirement is subject to the provisions of the World Trade Organization-Agreement on Government Procurement (WTO-AGP), North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreements (CCFTA), the Canada-Peru Free Trade Agreements (CPFTA), the Canada-Colombia



Free Trade Agreements (CCoIFTA), The Canada-Panama Free Trade Agreements (CPanFTA) if it is in force and the Agreement on Internal Trade (AIT).

3. Revision of Departmental Name

As this SA is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, shall be interpreted as a reference to CSC or its Minister.

4. Security Requirement

There is a security requirement associated with the requirement of the Supply Arrangement. For additional information, see Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Supply Arrangement and Resulting Contract Clauses.

5. Debriefings

After issuance of a supply arrangement, suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within fifteen (15) working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

6. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the RFSA by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp) (http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp) Manual issued by Public Works and Government Services Canada.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the SA and resulting contract(s).

The 2008 (2016-04-04) Standard Instructions - Request for Supply Arrangements - Goods or Services are incorporated by reference into and form part of the RFSA.

-Subsection 1.4 and 1.5 do not apply and will not form part of the RFSA.

Subsection 5.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (120) days

1.1 SACC Manual Clauses

S2003T (2008-12-12) Ceiling Prices and/or Rates

2. Submission of Arrangements

Arrangements must be submitted only to Correctional Service Canada (CSC) Bid Receiving Unit by the date, time and place indicated on the cover page of the RFSA.

Due to the nature of the RFSA, transmission of arrangements by facsimile to CSC will not be accepted.

3. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than **10 (ten)** calendar days before the RFSA closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

4. Applicable Laws

The SA and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, by deleting the name of the Canadian



province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the suppliers.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

Section I: Technical Arrangement - **four (4) hard copies**

Section II: Financial Arrangement – **one (1) hard copy**

Section III: Certifications - **one (1) hard copy**

Prices must appear in the financial arrangement only. No prices must be indicated in any other section of the arrangement.

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement.

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to that of the RFSA.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-nullprocurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-nullprocurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, suppliers are encouraged to:

1. Use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
2. Use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Arrangement

In the technical arrangement, suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Arrangement

Bidders must submit the financial arrangement in accordance with the Pricing Tables shown in Annex B – Basis of Payment. Bidders are required to submit their financial proposal (**one copy**) in an envelope **separate from** their technical proposal.

The rates quoted therein are ceiling rates and must not be exceeded in any proposal submitted in response to any subsequent Request for Proposal issued under the resulting SA's. The supplier may use lower rates in response to any RFP.

Bidders must provide:

- A. Hourly rate for services: **ONE (1) all-inclusive ceiling rate per hour**, for the initial SA period, and a separate all-inclusive ceiling rate **per hour** for each option period for the services herein described at Annex A. All prices are to be quoted APPLICABLE TAXES EXTRA. The hourly rates must be all-inclusive (including overhead, administrative expenses and all other related costs).



Note to Bidders: Bidders submitting a price proposal other than the one requested in **Section II: Financial Arrangement**, or Bidders submitting more than one price may be declared non-compliant for their financial proposal.

The total amount of Applicable Taxes must be shown separately, if applicable.

Section III: Certifications

Suppliers must submit the certifications required under Part 5.

2.0 Multiple Arrangements

A Supplier can only submit one arrangement under its own name and/or one arrangement as part of a Joint Venture.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Each Supplier will be reviewed for compliance with the mandatory requirements set out in **Attachment 1 to Part 4**, Evaluation Criteria.

2. Basis of Selection-Mandatory Technical Criteria

2.1 To be declared responsive, an arrangement must:

- a) Comply with the requirements of the RFSA and meet all mandatory technical evaluation criteria.

2.2 Arrangements not meeting a) above will be declared non-responsive.

3. Security Requirement

1. At the Request for Supply Arrangements closing date, the following conditions must be met:

- a) the Supplier must hold a valid organization security clearance as indicated in Part 6A - Supply Arrangement;
- b) the Supplier's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6A - Supply Arrangement;
- c) the Supplier must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

2. For additional information on security requirements, suppliers should consult the "[Security Requirements for PWGSC Bid Solicitation - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31) document on the Departmental Standard Procurement Documents Web site.



Attachment 1 to Part 4 – Evaluation Criteria

LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

1. All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.
2. Experience must be demonstrated through a history of past projects, either completed or on-going.
3. References must be provided for each project/employment experience.
 - I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.
 - II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.
4. The following elements of the proposal will be evaluated in accordance with the identified evaluation criteria. It is imperative that the proposal addresses each of the criteria to demonstrate that the requirements are met.

5. Resource(s)

The bidder must provide a maximum of **four (4) resources** that will provide investigative services as per Annex A Statement of Work.

6. Response Format

In order to facilitate evaluation of proposals, it is recommended that bidders' proposals, address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined



	Mandatory Criteria	Yes/No
M1	<p>The Proposed Resource(s) must have five (5) cumulative years of experience providing investigative services to organizations in the <u>public safety portfolio</u>*.</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none"> 1. The total number of years of experience in providing investigative services. 2. The client name(s) and addresses. 3. The start and end dates of the assignment(s). 4. Details about the work performed by the bidder on the assignment(s) including deliverables. 5. A reference that can attest the proposed resource's experience. <p>Experience must have been acquired within the past ten (10) years.</p> <p>*<u>public safety portfolio</u>: is defined as RCMP, DND, CBSA, CSIS, PS, CSC, the provincial equivalent of these Federal Departments, or a provincial or municipal police force.</p>	
M2	<p>The Proposed Resource(s) must have completed a minimum of three (3) investigations relating to employee misconduct in the <u>public safety portfolio</u>*.</p> <p>The Bidder must include, as a minimum, for each investigation submitted:</p> <ol style="list-style-type: none"> 1. Name of the client and contact information; 2. Start and end dates of the investigative services provided; 3. Nature and scope of the investigative services provided; 4. Details about the work performed by the bidder on the assignment(s) including deliverables. 5. A reference that can attest the proposed resource's experience. <p>Investigations must have occurred within the past seven (7) years.</p> <p>*<u>public safety portfolio</u>: is defined as RCMP, DND, CBSA, CSIS, PS, CSC, the provincial equivalent of these Federal Departments, or a provincial or municipal police force.</p>	
M3	<p>The Bidder must provide a detailed CV for each of the proposed resource(s) which includes the following;</p> <p>The Bidder must include, as a minimum, in their CV:</p> <ol style="list-style-type: none"> 1. Employment history, including month and year of project/experience start and end dates; 2. Education credentials, including Professional certifications; 3. Professional training. 	



M4	<p>The Bidder must identify;</p> <p>In which of CSC's administrative Regions they can provide services; and in which of Canada's official language(s) they can provide services.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">Official Language</th> <th style="width: 20%;">Yes/No</th> </tr> </thead> <tbody> <tr> <td>Can you provide services in English?</td> <td></td> </tr> <tr> <td>Can you provide services in French?</td> <td></td> </tr> </tbody> </table> <p>And,</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">Service Delivery Region</th> <th style="width: 20%;">Yes/No</th> </tr> </thead> <tbody> <tr> <td>Can you provide services in the Pacific Region (PAC)?</td> <td></td> </tr> <tr> <td>Can you provide services in the Prairie Region (PRA)?</td> <td></td> </tr> <tr> <td>Can you provide services in the Ontario Region (ONT)?</td> <td></td> </tr> <tr> <td>Can you provide services in the Québec Region (QUE)?</td> <td></td> </tr> <tr> <td>Can you provide services in the National Capital Region (NCR)?</td> <td></td> </tr> <tr> <td>Can you provide services in the Atlantic Region (ATL)?</td> <td></td> </tr> </tbody> </table> <p>The Bidder must indicate either "yes" or "no" responses for the statements above that apply to the Bidder.</p> <p>NB: for a full description of CSC's administrative Regions, see the table in Part 6, Supply Arrangement and Resulting Contract Clauses, B. Bid Solicitation, 2. Bid Solicitation Process.</p>	Official Language	Yes/No	Can you provide services in English?		Can you provide services in French?		Service Delivery Region	Yes/No	Can you provide services in the Pacific Region (PAC)?		Can you provide services in the Prairie Region (PRA)?		Can you provide services in the Ontario Region (ONT)?		Can you provide services in the Québec Region (QUE)?		Can you provide services in the National Capital Region (NCR)?		Can you provide services in the Atlantic Region (ATL)?	
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PART 5 – CERTIFICATIONS

Suppliers must provide the required certifications and associated information to be issued a supply arrangement (SA).

The certifications provided by suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority may render the arrangement non-responsive, or constitute a default under the Contract.

1. Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications with the arrangement.

1.1 Code of Conduct and Certifications - Related documentation

By submitting an arrangement, the Supplier certifies that the Supplier and its affiliates are in compliance with the Code of Conduct and Certifications - Arrangement in Section 01 of Standard Instructions 2008. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

1.3 Former Public Servant Certification.

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, suppliers must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;



- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Supplier a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Supplier must provide the following information:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Supplier must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.



For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

1.4 Status and Availability of Resources

1.3.1 SACC Manual clause S3005T (2008-12-12), Status and Availability of Resources.

1.5 Education and Experience

1.4.1 SACC Manual clause S1010T (2008-12-12), Education and Experience

1.6 Language and Location of Work Requirements

By submitting the arrangement, the Supplier certifies that it is able to provide services in the official language(s) (English and/or French) and in the CSC administrative Region(s) it has identified in Attachment 1 to Part 4, Mandatory Criteria M4.

Certification

By submitting the arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.



PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex A.

2. Security Requirement

The SA Holder must hold the following minimum security requirement in order to remain a SA Holder.

Security requirement for Designated Organization Screening (DOS) Level:

The Supply Arrangement Authority may verify the SA Holder's security clearance with the Canadian Industrial Security Directorate (CISD), PWGSC at any time during the Period of the Supply Arrangement.

1. The SA Holder must, at all times during the performance of the Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The SA Holder's personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The SA Holder MAY remove any PROTECTED information or assets from the identified work site(s) if permission is granted by the Project Authority.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CSC.
5. The SA Holder must comply with the provisions of the:
 - (a) Security Requirements Check List, attached as Annex "C" to this document;
 - (b) Industrial Security Manual (Latest Edition).

3. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp) (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2020 (2016-04-04) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement

3.1.1 Supplemental General Conditions

- 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information
- 4008 (2008-12-12) Personal Information

3.2 Supply Arrangement Reporting

The SA Holder must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the SA. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Holder must provide this data in accordance with the reporting requirements. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Holder must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the SA Authority no later than fifteen (15) calendar days after the end.

If the SA Holder fails to provide the completed reports in accordance with the instructions above, Canada may set aside the SA and take corrective measures in relation to the Holder's performance.

Example of the information required in these reports:

Investigative Services SA# XXXXX - XXXXX

<i>SA Holder :</i>	
<i>Reporting Period</i>	<i>From ----- To-----</i>
<i>Number of Contracts</i>	
<i>Amount in Dollars (Taxes excluded)</i>	
<i>Print Name and Signature</i>	
<i>Date (DD/MM/YY)</i>	

4. Term of Supply Arrangement

4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from **(Date of SA issuance) to 31-MAR-2017 inclusively.**

4.2 Option to Extend the SA

The SA Holder grants to Canada the irrevocable option to extend the term of the SA by up to **one (1) additional one-year period** under the same terms and conditions. The SA Holder agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Holder at least three (3) calendar days before the expiry date of the Contract. The option may only be exercised by the SA Authority, and will be evidenced, for administrative purposes only, through an amendment.



5. Authorities

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Alexandre Giguere

Senior Procurement Officer
Correctional Service Canada
Contracting and Materiel Services
340 Laurier-West, Ottawa ON
Telephone: 613-943-1441
alexandre.giguere@csc-scc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

5.2 SA Holder's Representative

The SA Holder's Representative is:
(to be inserted at time of SA award)

[Name of SA Holder's Representative]
[Title]
[Telephone:]
[E-mail address:]

The SA Holder has identified the following individual as its representative with the authority to bind the SA Holder. It is the SA Holder's responsibility to ensure that the information related to the SA Holder's Representative is correct and to inform the SA Authority of any change to it.

6. Identified Users

The Identified User is: **Correctional Service Canada (CSC).**

7. On-going Opportunity for Qualification

- a) A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new suppliers to become qualified. Existing qualified SA Holders, who have been issued a supply arrangement, will not be required to submit a new arrangement.
- b) The SA Authority may decide to post a notice more frequently than specified in 7. (a) above, as circumstances require.

8. Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) Supplemental General Conditions:
 - 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
 - 4008 (2008-12-12) Personal Information;



- c) the General Conditions 2020 (2016-04-04) , General Conditions - Supply Arrangement - Goods or Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;
- g) the Supplier's arrangement **dated XX-XX-2016**.

9. Certifications

9.1 Compliance

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the SA and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

10. Applicable Laws

The SA and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in **(to be inserted at time of SA award)**

11. Environmental Considerations

As of April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of product and/or service considers the whole life cycle of the product and/or service. Hence, in the near future, all government procurement will include more demanding environmental criteria to encourage product/service Suppliers to improve their operations to reduce their negative impact on the environment.

12. Environmental Properties Behaviour Recommended

Paper consumption:

- Provide and transmit draft reports, final reports and bids in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainable managed forest.
- Recycle unneeded printed documents (in accordance with Security Requirements).

Travel requirements:

- Project Authority is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for contractors: <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-searcheng.aspx>
- Use of public/green transit where feasible.

13. Insurance - No Specific Requirement

SACC Manual Clause G1005C (2016-01-28)

B. BID SOLICITATION

1. Bid Solicitation Documents

Canada may use the bid solicitation template 2T-MED1 for medium complexity requirements available in the [Standard Acquisition Clauses and Conditions](http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp) (http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp) Manual based on the estimated dollar value and complexity of the requirement. Additional resulting contract clauses specific to CSC will be included.

The bid solicitation will contain as a minimum the following:

- a) security requirements;
- b) a complete description of the Work to be performed;
- c) 2003, Standard Instructions - Goods or Services - Competitive Requirements;
- d) bid preparation instructions;
- e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- f) evaluation procedures and basis of selection;
- g) conditions of the resulting contract.

2. Bid Solicitation Process

- 2.1 The Supply Arrangement Authority responsible for this SA will authorize CSC Identified Users who will have the authority to issue bid solicitation processes and award contracts under the terms of the SA.
- 2.2 Bids will be solicited for specific requirements within the scope of the SA. Individual solicitations will be in the form of a SA Request for Proposal (RFP). **Each individual solicitation process should include a minimum of two (2) SA Holders situated in the region where the work will be performed.**

The table below describes the different regions and their boundaries:

Region	Region Description and Boundary
Pacific Region (PAC)	Province of British Columbia and Yukon
Prairie Region (PRA)	Provinces of Alberta, Manitoba, Saskatchewan, Ontario (west of Thunder Bay) and Northwest Territories.
Ontario Region (ONT)	Province of Ontario (east of Thunder Bay) and not including the NCR
Québec Region (QUE)	Province of Québec, not including the NCR
National Capital Region (NCR)	Ottawa, Ontario, Gatineau, Quebec, and surrounding urban and rural communities.
Atlantic Region (ATL)	Provinces of New Brunswick, Prince Edward Island, Nova Scotia and Newfoundland.

- 2.3 For requirements estimated up to the Individual Contract Limitation of \$75,000.00, (applicable taxes and travel included):



- a) All SA Holders that can provide services in the required language(s) and in the required CSC administrative Region(s) will be sent an SA RFP. The minimum bid period will be forty-eight (48) hours.
- b) For requirements which are considered operational emergencies or in extenuating circumstances CSC reserves the right to issue contracts on a sole-source basis, under \$25,000.00 (Taxes Included).

2.4 Proposal (Bid) Submission:

- a) The selected SA Holders who are invited must submit proposals which address all requirements described in the individual SA RFP.
- b) An SA Holder must only propose resources that have been pre-qualified at the closing date and time of any individual solicitation. Pre-qualified is defined as being successfully evaluated against the mandatory criteria identified in Attachment 1 to Part 4 – Evaluation Criteria of the RFSA, as well as meeting the Security Requirements identified in article 2 of Part 6A – Supply Arrangement. No additional time will be provided to SA Holder that does not have available resources that have not been pre-qualified prior to the closing date of the individual RFP.
- c) An SA Holder may submit resources for pre-qualification to the Supply Arrangement Authority at any time throughout the period of the SA. The resources will be evaluated against the mandatory criteria identified in Attachment 1 to Part 4 – Evaluation Criteria of the RFSA, and will be required to meet the Security Requirements identified in article 2 of Part 6A – Supply Arrangement. The pre-qualification process will take an estimated minimum period of one (1) month from the date of submission of the resource.

2.5 Evaluation of Price and Basis of Selection:

- a) The SA Holder's financial bid will be evaluated in accordance with the requirements as set out in the SA RFP.
- b) In the Financial Bid, an SA Holder must not bid an hourly rate that exceeds the ceiling prices specified in Annex B – Basis of Payment. The SA Holder will also be required to quote the travel and living expenses associated with the scope of work contained in an SA RFP.
- c) The Basis of Selection for each individual SA RFP will be "lowest priced compliant bid."

2.6 Issuance of Contracts: In accordance with the basis of selection stated in the SA RFP, a contract will be issued by the Identified User (Contracting Authority) to authorize the SA Holder to proceed with the services. The SA Holder will not undertake any of the specified services unless and until a contract is authorized by the Contracting Authority.

2.7 Discontinuation of the RFP Process: Until contract award an SA Holder may withdraw its proposal at any time, in which event the Identified User will no longer consider the SA Holder's bid, but may continue to consider all other responses. The Identified User may cancel the RFP process at any time and reissue the same or a similar RFP process thereafter.



C. RESULTING CONTRACT CLAUSES

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using:

2T-MED1 (for medium complexity requirements) general conditions 2010B (2015-09-03) will apply to the resulting contract, including additional CSC specific contract clauses identified in article 3 below.

The above templates are set out in the [Standard Acquisition Clauses and Conditions](http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp) (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2. Supplemental Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information

4008 (2008-12-12) Personal Information

A7017C (2008-05-12) Replacement of Specific Individual

B9028C (2007-05-25) Access to Facilities and Equipment

A9068C (2010-01-11) Government Site Regulations

C0705C (2010-01-11) Discretionary Audit

C0710C (2007-11-30) Time and Contract Price Verification

G1005C, (2016-01-28) Insurance - No Specific Requirement

3. Additional CSC Specific Resulting Contract Clauses

(i) Ownership Control

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (ie. Individual, partnership, joint venture, corporation, Limited Liability Company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, Limited Liability Company, parent company, affiliate or other residing outside of Canada.

(ii) Closure of Government Facilities

Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.



Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

(iii) Tuberculosis Testing

It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.

Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.

All costs related to such testing will be at the sole expense of the Contractor.

(iv) Compliance with CSC Policies

The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.

Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.

Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

(v) Health and Labour Conditions

In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.

The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.

The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.

Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request.

(vi) Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicable of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca



(vii) Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the supplier respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca

(viii) Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

(ix) Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;

18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;

18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and

18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.



ANNEX "A"

STATEMENT OF WORK

Investigative Services

1. Background

Correctional Service Canada (CSC), as part of the criminal justice system and respecting the rule of law, contributes to public safety by actively encouraging and assisting offenders to become law-abiding citizens, while exercising reasonable, safe, secure and humane control. CSC is the federal government agency responsible for administering sentences of two (2) years or more imposed by the courts.

In addition to its National Headquarters (NHQ) located in Ottawa and Regional Headquarters (RHQ) located in five (5) administrative regions (Atlantic (ATL), Quebec (QUE), Ontario (ONT), Prairies (PRA) and Pacific (PAC)), CSC operates over fifty (50) Institutions across Canada, ranging from minimum to maximum security. Over 15,000 public servants are employed and nearly 15,000 inmates are in custody in various institutions.

The regulatory framework within which CSC delivers its mandate to the Canadian population includes Laws, policies, rules, regulations, directives, codes of ethics, codes of discipline and various Standards of Professional Conduct, among others.

When allegations of employee misconduct arise, CSC must immediately carry out an investigation, provide a national response and take action within short timelines.

In such instances and in order to demonstrate impartiality, it has been determined that these investigations must be conducted by resources external to CSC.

2. Requirement

CSC requires investigative services for cases regarding allegations of employee misconduct in various settings including institutions. The Contractor must provide investigative services on an "as and when required" basis and within short timeframes.

3. Context

- The majority of the investigations will occur in settings such as; Correctional Facilities (penitentiaries), Community Residential Facilities or Treatment Centres. Settings could also include any CSC sites.
- The proposed resources may be required to interact with offenders who may be mentally ill, immune-compromised and/or infected with communicable diseases.
- The timelines within which the contractor must be on-site and initiate work when called-upon can be as short as 48 to 96 hours.
- Travel will be required across Canada to CSC sites.

4. Tasks

The specifics of each investigative services requirement will be provided in each resulting RFP document. The associated tasks may include but are not limited to the following:

- Initiate and complete the investigation;



- Establish a work-plan for the investigation, including but not limited to:
 - Identification of sources of information;
 - Identification of individuals who can supplement, corroborate or invalidate the available information.
- Inform the subject of an investigation that an enquiry is being conducted;
- Collect and document all relevant information and evidence relating to the incident or allegation;
- Produce a written Fact Finding Report which includes:
 - Determination that there is sufficient evidence or not to support the allegations of employee misconduct;
 - Preliminary determination of the scope of the alleged offence.
- Conduct meetings and interviews with the investigated subject, witnesses and/or other resources, as required throughout the process;
- Synthesize the information obtained through research, which may include without being limited to:
 - Revision of findings with the investigated subject, witnesses and/or other resources as required;
 - Identification of key issues and facts relating to the allegations.
- Ensure that the evidence is identified and safeguarded in order to maintain continuity as per the “Manager’s Guide to Disciplinary Investigations”;
- Conduct an analysis of the facts and draw conclusions;
- Produce a written Disciplinary Investigation Report with recommendations addressing the issues and findings revealed by the investigation and allowing informed decision making by CSC management.
- Obtain from all individuals interviewed during the investigative process reviewed and signed notes/summary created by the investigator;
- Provide the subject of the investigation with a vetted copy of the investigation report, subject to the requirements of ATIP and the applicable collective agreement;
- Provide progress reports on the investigation to the client within CSC;

Additional tasks falling under similar purview may be required. In such a case, they will be detailed in the resulting RFP documents.

4.1 Adjudication and other Administrative Hearings

Contractors may be required to assist with preparation for adjudication hearings or other administrative/judicial proceedings associated with the investigation, such as the Public Service Labour Relations Board’s.

5. Standards and Practices

The work must be performed in accordance with all Principles , Guidelines, Commissioner’s Directives, Code’s , Standards, collective agreements and other agreements in place between the employer and bargaining agents. An exhaustive list of applicable documents can be found in the “CSC to provide” section of the SOW.



6. Language Requirements

The language requirements will be specified in each individual resulting RFP documents.

The work, including all tasks and deliverables must be conducted and completed in the Official Language requested in each individual RFP.

7. Location of Work

All Work is to be carried out at the various CSC or other sites deemed necessary by the Project Authority throughout the investigation and at the contractor's place of business.

8. Working Hours

Normal institutional hours are 08:00 to 17:30, Monday through Friday.

The Contractor's resources must be available to work outside normal institutional hours during the resulting contract period, including weekends and/or holidays.

9. Meetings

A kick-off meeting will be scheduled after SA award by the Project Authority. Additional meetings may be scheduled, as required.

10. Travel

Travel may be required to any and all regions including: ATL, QUE, ONT, PRA, PAC and NHQ. In addition, meetings may be required at NHQ, located in the National Capital Region (NCR), at any time during the investigation or following the completion of the investigation.

11. Urgency of Contractor Requirement

The contractor must be on-site within the time frame specified in the RFP documents.

12. Deliverables

The deliverables associated with the investigative services may include but are not limited to the following, and will be specified in the RFP documents.

1. Progress reports identifying work completed;
2. A full description of the incident and the circumstances surrounding it, along with supporting documentation (including how, when, where and why the incident occurred, along with who was involved and what role each individual had with regards to the incident);
3. A full statement of duties of any servant or parties involved in the incident;
4. Statements from servants and other persons who witnessed or have knowledge of the incident;
5. Identification and documentation of any procedures, policies or other elements of the regulatory framework that were breached/violated;
6. Identification and documentation of any other issues deemed pertinent to the investigation;
7. Draft version(s) of the Disciplinary Investigation Report;
8. Interview notes;
9. Research notes;
10. Audio/visual recordings;
11. Physical evidence; and
12. A final Disciplinary Investigation Report which identifies the finding(s) of the investigation.

Upon request, the contractor may need to produce the following deliverable(s);

13. Draft and final versions of the Fact Finding Report which includes:



1. Determination that there is sufficient evidence or not to support the allegations of employee misconduct;
2. Preliminary determination of the scope of the alleged offence.

Upon the completion of a fact finding, a manager may determine that no other action is required should the manager believe that, based on the information gathered during the fact finding, no misconduct occurred. A manager may also decide to proceed directly to a disciplinary hearing if the manager is satisfied that misconduct occurred and the manager is of the view that sufficient information was gathered during the fact finding and that no witnesses need to be interviewed. Furthermore, a manager may be in a situation where, following a fact finding, he or she believes that misconduct may have occurred and that witness interviews are required. In this circumstance, the manager should convene a disciplinary investigation into the matter.

All deliverables must be produced in accordance with CSC's *A Manager's Guide to Disciplinary Investigations*.

CSC will be responsible for translation of all the material.

13. Limitation and Constraints;

Whenever the Contractor's resources require access to a CSC institution for meetings, interviews and other tasks associated with this requirement, the Contractor will be subject to the security requirements specific to the visited institutions, including but not limited to a Canadian Police Information Center (CPIC) screening.

Institutional security screening procedures are mandatory. They are designed to ensure the safety and security of CSC personnel, visitors and offenders. These requirements can change from one institution to the other and at any time, depending on circumstances, factors and events such as but not limited to offenders' activity, emergency situations, natural disasters, power outage, etc.

Contractors may have to interact with offenders who are part of the investigation. Contractors must be accompanied by a member of CSC's authorized employees at all times during this interaction and at all times when requiring access to restricted areas or materiel.

As situations can change instantly within an institution, Contractors may be faced with delays or refusal of entry to certain institutions or areas at certain times even if prior arrangements for access have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

14. CSC to Provide;

CSC will provide the following, subsequent to any contract awarded against an RFP.

Materials and Documents

- Principles of Procedural Fairness and the Duty to Act Fairly document;
- CSC's *A Manager's Guide to Disciplinary Investigations*;
- Copies of all relevant Commissioner's Directives documents;
- *CSC's Code of Conduct*;
- *CSC's Standards of Professional Conduct*;
- *CSC's Code of Discipline*;
- Access to Information Act, Privacy Act (ATIP) document;
- Official Languages Act document;
- All applicable clauses of collective agreements and other agreements in place between the employer and bargaining agents;
- Other pertinent legislations, regulations and practices documents as needed;
- A list of observations identified by CSC to support the requirement for an investigation;



Personnel Support

- Access to individuals to be interviewed;
- Comments on draft reports.

All documents, materials and access to personnel required for the investigations will be provided by the Project Authority to the Contractor.

15. Definitions;

Allegation - A formal assertion or claim of employee misconduct

Disciplinary Board of Investigation - One or more individual(s) assigned to complete an investigation pursuant to a convening order.

Employee - An employee includes all represented, unrepresented, indeterminate, determinate, term and casual employees.

Employee misconduct is defined as, "any action or omission whereby an employee wilfully contravenes an act, a regulation, a rule, a CSC policy, an approved procedure, the *Standards of Professional Conduct* or the *Code of Discipline*."

Investigator - A duly appointed person who investigates, on behalf of management, allegations of misconduct involving one or more employees. An investigator shall not be involved as a witness or have any other involvement, in the misconduct that is subject to investigation.

Investigation - A systematic and thorough administrative process conducted by an investigator(s) involving the examination of circumstances surrounding an incident or allegation, the purpose of which is to establish and document all the relevant facts, and to analyze these in order to allow management to make an informed decision.

Fact Finding - A fact finding focuses on obtaining details relating to the facts and circumstances reported. This may include examining documentation to determine whether the allegation may be substantiated. This inquiry will indicate whether the situation warrants a disciplinary investigation. It is important to note that a fact finding investigation is not required in all circumstances.

Witness - An individual, other than the individual who is the subject of the investigation, who has firsthand information or documentation relating to an incident.



ANNEX "B"

BASIS OF PAYMENT – CEILING RATES

The Contractor will be paid up-to the following all-inclusive ceiling hourly rates for the work performed under a resulting contract in accordance with Annex A during the supply arrangement periods, Applicable Taxes extra.

SA PERIOD 4

	(date of SA award to 31-MAR-2017)
Resource(s)	All-inclusive ceiling rate per hour
Professional fees for Investigative Services	\$\$\$

SA PERIOD 5

	(01-APR-2017 to 31-MAR-2018)
Resource(s)	All-inclusive ceiling rate per hour
Professional fees for Investigative Services	\$\$\$

Travel and Living Expenses

The SA Holder will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.



ANNEX "C" SECURITY REQUIREMENTS CHECK LIST (SRCL)

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat: A1120-12-1784196 (Amd #1)
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

Form containing 7 sections: 1. Originating Government Department or Organization; 2. Branch or Directorate; 3. Subcontract Number and Name; 4. Brief Description of Work; 5-7. Access and information requirements with checkboxes for Yes/No/Other.

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat 31120-13-1784196 (Amd#1)
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, Indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B : PERSONNEL (SUPPLIER) / PARTIE B : PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C : SAFEGUARDS (SUPPLIER) / PARTIE C : MESURES DE PROTECTION (FOURNISSEUR)
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Contract Number / Numéro du contrat: **21120-12-1784196 (AMD#1)**
Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production		✓														
IT Media / Support TI / IT Link / Lien électronique		✓														

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat
 21110-12-1784146 (Am#1)
 Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) René Houle		Title - Titre Director, Labour Relations Operations	Signature <i>René Houle</i>
Telephone No. - N° de téléphone 613-995-3413	Facsimile No. - N° de télécopieur 613-943-5364	E-mail address - Adresse courriel rene.houle@csc-scc.gc.ca	Date February 9, 2012
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Robert Wattie CSC (NHQ) Contract Security Analyst		Title - Titre	Signature <i>Robert Wattie</i>
Telephone No. - N° de téléphone 613-944-8889 (F) 613-944-4458	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Robert.Wattie@csc-scc.gc.ca	Date MAR 21 2014
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Non <input type="checkbox"/> Oui <input checked="" type="checkbox"/>
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date



Annex D IT Security Requirements Technical Document

IT Security Requirements

The IT Security Requirements are derived from the [Operational Security Standard: Management of Information Technology Security \(MITS\)](#).

The requirements below apply to the above-noted contract and all contractors therein who access information of PROTECTED level sensitivity and use PROTECTED IT Equipment defined as: All Information Technology (IT) equipment and devices (such as, but not limited to, computers, laptops, USB flash drives, optical discs, memory cards, tablets) that are used to store and/or process information of PROTECTED level sensitivity.

1. Any suspected loss or theft of PROTECTED information must be reported by the Contractor to the Project Authority within *2 hours* of detection.
2. All PROTECTED IT Equipment must be located in a space that meets the requirements of an Operations Zone as defined in the [Treasury Board's Operational Security Standard on Physical Security](#).
3. All PROTECTED information in the Contractor's custody stored, processed and/or shared electronically must be encrypted using a product that meets Government of Canada (GC) encryption standards as defined in [ITSA-11E CSEC Approved Cryptographic Algorithms for the Protection of Sensitive Information and for Electronic Authentication and Authorization Applications within GC](#) and protected by a strong password (minimum 8 characters, uppercase letters, lowercase letters and numbers).
4. All PROTECTED information in the Contractor's custody must be stored in Canada only. Storage of PROTECTED information outside Canada is prohibited. Only Canadian-based cloud storage services that are specifically-authorized by the department may be used to store PROTECTED information; all other cloud services are prohibited.
5. Current antivirus software must be installed and enabled with the most current virus definitions, updates and maintained on all PROTECTED IT Equipment.
6. The Operating System (OS) on all PROTECTED IT Equipment must be a vendor-supported (i.e. current security patches must still be available and the product not have reached end of life) and the most recent OS and applications security patches must be installed and updated with the most current version.
7. Each authorized user who accesses PROTECTED IT Equipment must have use their own unique account with user-level privileges and protected by a strong password. Computer accounts must not be shared. Computer accounts with Administrator-level privileges must be used for system administration tasks only and must not be used to access the Internet.
8. Security event logging must be enabled and logs kept for a minimum of 1 month on all PROTECTED IT Equipment.
9. A password protected screen saver set to 15 minutes or less must be enabled on all PROTECTED IT Equipment.
10. All PROTECTED IT Equipment that is connected to the Internet must reside behind a network router that is securely-configured using industry best practices (e.g. NAT-enabled firewall, password-protected and documented configuration, security logging enabled, maintained and reviewed, and filtered access).



11. All PROTECTED IT Equipment must have its hard drives (and other internal storage) containing PROTECTED information removed and secured with the Contractor prior to the equipment being removed from the Contractor's premises for service.
12. If it has been determined that a hard drive used to store and/or process PROTECTED information is no longer serviceable, the hard drive must be removed from its host equipment and surrendered to the Project Authority for destruction.
13. When devices such as computer hard drives and portable data storage devices are no longer required to store or process PROTECTED information, the information must be securely destroyed in accordance with [ITSG-06 Clearing and Declassifying Electronic Data Storage Devices](#). Any PROTECTED information stored on approved cloud storage services must also be deleted when no longer needed.
14. When PROTECTED information is displayed on a computer screen or viewed in printed format, it must not be viewable by unauthorized persons.
15. Any remote access to the Contractor's Information System and the PROTECTED information contained therein, including all remote connections to computers and other network devices, must be secured using industry best practices, e.g. encrypted connection, two-factor authentication, security logging, split tunneling disabled, access control lists, Contractor-provided and standard remote access software. Any party using the remote access must also meet all requirements listed in this document. In addition, for contracts where a connectivity requirement has been identified in the SRCL (i.e. "yes" to question 11e), the following IT Security requirements must be met:
16. All PROTECTED equipment that has access to OMS, its ancillary applications or CSC's email system must meet the following requirements:
 - a. The BIOS is password-protected.
 - b. The BIOS is configured to allow booting only from the C: drive.
 - c. All wireless capability is disabled.
 - d. The system is locked or shut down when not in use.
17. All PROTECTED equipment that has access to OMS, its ancillary applications or CSC's email system must never have the following installed and/or used on the equipment:
 - a. Hacking tools that could circumvent security controls.
 - b. Peer-to-peer (P2P) software used to communicate with other systems over the Internet
 - c. Client-server software such as web servers, proxy servers or file servers, except Citrix Receiver.
 - d. Webmail services except Outlook Web Access to connect to CSC.
 - e. Remote-control software (unless specifically-authorized by the department).
 - f. Cloud services (e.g. Google Drive, Dropbox, Apple iCloud), unless specifically-authorized by the department (see Requirement 4).

Departmental Security – Physical and Personnel

In addition to the aforementioned items, compliance with the following items below is assumed through Designated Organization Screening (DOS) and Document Safeguarding Capability (DSC) verifications conducted by CISD:

Each Contractor, Contractor's agents, subcontractors, volunteers or any other parties requiring access to PROTECTED information must hold a valid RELIABILITY STATUS security clearance, granted by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC) and have a legitimate need-to-know for the information provided.



When not in use, all portable data storage devices containing PROTECTED information must be secured in a security container that meets GC security standards within an Operations Zone.

All documentation produced or completed by the Contractor which contains PROTECTED information must have its sensitivity labeled in the upper right hand corner on the face of each page of the document. Also, all removable storage media such as USB devices and backup tapes must be labelled with the sensitivity level of the information contained therein, e.g. PROTECTED.